FAULKNER COUNTY

JIM B. BAKER COUNTY JUDGE

801 Locust Street • Conway, AR 72034



MARGARET DARTER IN THE COUNTY COURT OF FAULKNER COUNTY, ARKANSASVER COUNTY CLE

COURT ORDER 19-173

IN THE MATTER OF ACCEPTING BID FOR BRIDGE CONSTRUCTION ON BLYTHE ROAD

Having opened and reviewed the submitted bids for bridge construction on Blythe Road on December 4, 2019. The Court finds that the following bid is accepted in that it is the lowest bid and meets all bid requirements.

Company	Base Bid	Deductive Alternative #1
Seagraves Construction	\$393,750.00	\$22,000.00

The Court finds that the following bids either failed to comply with the bid specifications or it was not the lowest bid:

Mobley Contractors, Inc.	\$684,635.87	\$19,760.00
Mattco Services, LLC.	\$448,015.00	\$25,000.00

Capital Paving & Construction LLC \$598,300.00 \$19,000.00

IT IS SO ORDERED

Jim B. Baker

Paulkner County Judge December 17, 2019

Arkansas Democrat To Gazette

STATEMENT OF LEGAL ADVERTISING



DEC 0 4 2019

MARGARET DARTER
FAULKNER COUNTY CLERK
BY A LL OLO DC

FAULKNER COUNTY JUDGE 810 FAULKNER ST CONWAY AR 72034

ATTN: Wayne Menley

DATE : 11/24/19

INVOICE #: 3222498

ACCT #: L6005279 P

P.O. #:

REMIT TO:

ARKANSAS DEMOCRAT-GAZETTE, INC.

P.O. BOX 2221

LITTLE ROCK, AR 72203

BILLING QUESTIONS CALL 378-3873

ADCOPY

ADVERTISEMENT FOR BIDS
SEPARATE SEALED BIDS
SEPARATE SEALED BIDS
SEPARATE SEALED BIDS
SEPARATE SEALED BIDS
SEALED
SEALED BIDS
SEALED

said location publicly opened and read aloud.

read aloud.

The Information for Bidders,
Form of Bid, Form of Contract,
Plans, Specifications, Forms of
Bid Bond, Performance and Payment Bond, and other Contract
Posturants may be examined at

ment Bond, and other Contract Documents may be examined at the following locations: Miller-Newell Engineers, Inc., 510 Third Street, Newport, AR County Judge's Office, 810 Faulkner Street, Conway, AR Dodge Plans Room, (www.dodgeplans.construction.co

(www.coolsplance.com)
Construction Market Data
(www.cmdgroup.com)
Southern Reprographics, 901
West Seventh, Little Rock, AR
Copies of the Contract Documents may be obtained at the
office of MILLER-NEWELL ENGI-

NEERS, INC., 510 Third Street, Newport, Arkansas 72112, upon

Newport, Arkansas 7212, point the payment of \$100.00 for each set. Unsuccessful bidders will be refunded \$100.00 upon return of the Contract Documents in usable condition within 14 days after receipt of bids.

ter receipt of bids.

The Owner reserves the right to waive any informalities or to reject any or all bids.

Each bidder must deposit with his bid security in the amount, form and subject to the conditions provided in the Information

tions provided in the information for Bidders.
In accordance with Act 150 of 1965, as amended, all bidders shall conform to the requirements of the Arkansas State Licensing Law for Contractors.
No bidder may withdraw his bid within 60 days after the actual class of the proping bitered.

date of the opening thereof.
Jim Baker, County Judge
Date: November 17, 2019
75154453f

STATE OF ARKANSAS, COUNTY OF PULASKI,

ss.

I, Charles A McNeice Jr, do solemnly swear that I am the Business Manager of the Arkansas Democrat-Gazette, a daily newspaper printed and published in said County, State of Arkansas; that I was so related to this publication at and during the publication of the annexed legal advertisement the matter of:

bid

pending in the Court, in said County, and at the dates of the several publications of said advertisement stated below, and that during said periods and at said dates, said newspaper was printed and had a bona fide circulation in said County; that said newspaper had been regularly printed and published in said County, and had a bona fide circulation therein for the period of one month before the date of the first publication of said advertisement; and that said advertisement was published in the regular daily issues of said newspaper as stated below.

DATE DAY LINAGE RATE 11/17 Sun 76 1.57

76

DATE DAY LINAGE RATE

238.64

TOTAL COST ---Billing Ad #:

11/24 Sun

75154453

1.57

Public

OFFICIAL SEAL - #12347408

DEANNA GRIFFIN

NOTARY PUBLIC-ARKANSAS
PULASKI COUNTY
MY COMMISSION EXPIRES: 03-30-26

40.00

Subscribe and sworn to me this

day of 00, 20

Page 2 of 9

FILED

DEC 0 4 2019

PROPOSAL FORM

TWO CONTROLLED
MARGARET DARTER FAULKNER COUNTY CLERK DATE: DEBY DITOON
Proposal of Seagraves Construction, Inc
(hereinafter called "Bidder"), a corporation, organized and existing
under the laws of the State of Arkansas.
TO: FAULKNER COUNTY, ARKANSAS (Hereinafter called "Owner")
GENTLEMEN:
The Bidder, in compliance with your invitation for bids for the furnishing of materials and/or labor for BRIDGE CONSTRUCTION ON BLYTHE ROAD FOR FAULKNER COUNTY, ARKANSAS, having examined the plans and specifications with the related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials, hereby proposes to furnish all materials and supplies in accordance with the Contract Documents, within the time set forth therein, and at the price stated below. These prices are to cover all expenses incurred in furnishing the equipment/materials required under the Contract Documents, of which this proposal is a part.
Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the contract within one hundred thirty (130) consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each calendar day thereafter as hereinafter provided in Section 34 of the General Conditions.
Bidder acknowledges receipt of the following addendum:
_2

Bidder agrees to perform all the work required and to furnish all material required to be furnished to cover the finished work as described in the Specifications and as shown on the Plans for the following prices:

BID SCHEDULE

BASE BID (Precast Concrete Slab Bridge):

				UNIT	TOTAL
	DESCRIPTION	QUANTITY	UNIT	PRICE	COST
1.	Site Preparation (Including removal of Existing Culverts and Asphalt)	ng	LS		\$ 10,000.
2.	Cut	100	CY	s_50	s 5000.º
3.	Fill	650	CY	s_30	s 19,500.00
4.	Crushed Stone	375	CY	\$ 40	\$ 15,000.
5.	Asphalt Surface Course	200	TON	\$ 110	\$ 22,000.00
6.	Riprap	350	TON	\$ 75	\$ 26,250.
7. Construct 62' x 24'-6" Precast Concrete Slab Bridge, Including End Abutments, Intermediate Bent, Wingwalls, etc., Complete and In Place LS \$260,000.					
8.	Guard Rail		LS		\$ 10,000.00
9.	Clean Up		LS		\$ 10,000
10.	Trench/Excavation Safety System		LS		\$ 5,000.
11.	Bridge Plaque		LS		\$ 1,000.
12.	Miscellaneous		LS		\$ 10,000
TOTAL BASE BID \$ 3 9 3, 750.					
WRITTEN IN WORDS: three hundred ninety three thousand					
Seven hundred fifty dollars and no cents					

Deductive Alternative No. 1:

Description	Quantity	Unit	Unit Price	Total Cost
Delete 3" Asphalt Paving (Paving to by completed by Faulkner County)	200	Ton	\$ <u> 0</u> Alt. No. 1	\$ 22,000.00
WRITTEN IN WORDS: + wenty + wo	thousa	nd do	lles and	no cents
In submitting this bid, it is und the Owner to reject any or all b period of sixty (60) days subseque consent of the Owner.	oids. No b	id sha	ll be withdr	rawn for a
Upon receipt of written notice o will execute the formal contract Surety Bond or Bonds as required	attached w	within	10 days and	d, bidder deliver a
The bid security attached in the city of the Owner in the executed within the time above set delay and additional expense to t	(\$ <u> 96</u> vent the forth, a	87.5 contra s liqui) is to b ct and bond dated damage	ecome the d are not
*				
RESPECTFULLY SUBMITTED,				
By: Signature				
Title		if bid ration		
BUSINESS ADDRESS:				
P.O. Box 605				
Pocahontas, AR 72455	0		17405	20
2		CTOR'S E NUMB	ARKANSAS ER	



SURETY:

of business)

Granite Re, Inc

14001 Quailbrook Dr.

Oklahoma City, OK 73134

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Seagraves Construction, Inc.
P. O. Box 605
Pocahontas, AR 72455

OWNER:

(Name, legal status and address)
Faulkner County, Arkansas

BOND AMOUNT: \$Five Percent of Bid Amount---(5%)

PROJECT:

Init.

(Name, location or address, and Project number, if any) Bridge Construction Blythe Road

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond. between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

(Name, legal status and principal place

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

ADDITIONS AND DELETIONS:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surely, Owner or other party shall be considered plural where applicable.

Signed and sealed this 4th day of December	. 2019	
Mel Hagranes (Witness)	Seagraves Construction, Inc. (Contractor as Principal) (Title)	(Seal)
(1.100.00)	Granite Re Inc	
(Wilness)	(Surety) (Title) Pamela K. Hays, Attorney-in-Fa	(Seal)
		725
		1 12

Init.

GRANITE RE, INC. GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint

WILLIAM H. GRIFFIN: CYNTHIA L. TRICKEY: NICK W. PETERS, JAMES R. RAMSAY, PAMELA K. HAYS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said.

WILLIAM H. GRIFFIN: CYNTHIA L. TRICKEY: NICK W. PETERS; JAMES R. RAMSAY; PAMELA K. HAYS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 14% day of June, 2017.

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA)

55

)

Kenneth D. Whittington, President

Kyle P. McDonald, Treasure

alleen & Carlson

On this 14th day of June, 2017, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation, that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires: August 8, 2021

Commission #: 01013257

The state of the s

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

4th day of December, 2019

Kyle P. McDonald, Secretary-Treasurer

FILED
DEC 0 4 2019

PROPOSAL FORM

MARGARET DARTER
FAULKNER COUNTY CLERK
19

DATE: 12/04/2019 BY RUNG
Proposal of Mobley Contractors, Inc. (hereinafter called "Bidder"), a corporation, organized and existing
under the laws of the State of <u>Arkansas</u> . TO: FAULKNER COUNTY, ARKANSAS (Hereinafter called "Owner")
The Bidder, in compliance with your invitation for bids for the furnishing of materials and/or labor for BRIDGE CONSTRUCTION ON BLYTHE ROAD FOR ing of materials and/or labor for BRIDGE CONSTRUCTION ON BLYTHE ROAD FOR FAULKNER COUNTY, ARKANSAS, having examined the plans and specifications with the related documents and the site of the proposed work, and being with all of the conditions surrounding the construction of the familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials, hereby proposes to furnish all materials and supplies in accordance with the proposes to furnish all materials and supplies in accordance with the stated below. These prices are to cover all expenses incurred in stated below. These prices are to cover all expenses incurred in furnishing the equipment/materials required under the Contract Documents, of which this proposal is a part.
Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the contract within one hundred thirty (130) to fully complete the contract within one hundred thirty consecutive calendar days thereafter as stipulated in the specifications. Consecutive calendar days thereafter as hereinafter provided in Section 34 for each calendar day thereafter as hereinafter provided in Section 34 of the General Conditions.

2 - 11/27/2019

Bidder acknowledges receipt of the following addendum:

1 - 11/21/2019

Bidder agrees to perform all the work required and to furnish all material required to be furnished to cover the finished work as described in the Specifications and as shown on the Plans for the following prices:

BID SCHEDULE

BASE BID (Precast Concrete Slab Bridge):

ASE BID (Precast Concrete Blue -		UNIT	UNIT PRICE	TOTAL COST
DESCRIPTION	QUANTITY	UNII	11,12	
. Site Preparation (Including removal of Existing	ng	LS		\$ <u>67,934.61</u>
Culverts and Asphalt)			° EO OO	\$ 5,000.00
. Cut	100	CY	\$ <u>50.00</u>	-
	650	CY	\$ <u>50.00</u>	\$ 32,500.00
. Fill	375	CY	\$ 37.86	\$ 14,197.50
. Crushed Stone	200	TON	\$ 98.80	\$ 19,760.00
. Asphalt Surface Course			\$ 64.48	\$ 22,568.00
. Riprap	350	TON	Ş <u>04.40</u>	
. Construct 62' x 24'-6" Precast Concrete Slab Bridge Including End Abutments,				
Intermediate Bent, Wingwalls etc., Complete and In Place	,	LS		\$ 457,909.77
		LS		ş_9,456.34
. Guard Rail		LS		\$_10,688.44
). Clean Up				\$ 16,916.61
10. Trench/Excavation Safety System		LS		\$ 2,527.99
ll. Bridge Plaque		LS		
12. Miscellaneous		LS		\$ 25,176.61
				\$ 684,635.87
TOTAL BASE BID				five dollars and

WRITTEN IN WORDS: Six hundred eighty four thousand six hundred thirty five dollars and eighty seven cents

Deductive Alternative No. 1:

Deductive 111 000			Unit Price	Total Cost
Description	Quanti	ty Unic	OHI C	
Delete 3" Asphalt Paving (Paving to by completed by Faulkner County)	200 Total	_	₹ 30.00	\$ 19,760.00 \$ 19,760.00
				. Euro dollars

WRITTEN IN WORDS: Six hundred sixty four thousand eight hundred seventy five dollars

eighty seven cents

In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids. No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the Owner.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.

Surety Bond of Bonds	
The bid security attached in the sum of Five percent Dollars (\$ 5%) is to become the contract and bond are not property of the Owner in the event the contract and bond are not property the time above set forth, as liquidated damages for the contract and bond are not property of the time above set forth, as liquidated damages for the contract and bond are not property of the time above set forth, as liquidated damages for the contract and bond are not property of the contract and bond a	ie ot
property of the Owner in the event the contract and both executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.	ie

RESPECTFULLY SUBMITTED, Signature Ronald F. Mobley (SEAL if bid is by corporation) President Title BUSINESS ADDRESS: 952 Hwy 287 / P.O. Box 150 0003660920 Morrilton, AR 72110 CONTRACTOR'S ARKANSAS LICENSE NUMBER

		DELINE L	
BID BOND			
Conforms with The American Institute of Architects, A.I.A. Document No. A-310			
KNOW ALL BY THESE PRESENTS, That we, Mobley Co	ntractors, Inc.		
		as Principal, hereinafter called th	ne Principal,
and the Hartford Fire Insurance Company			
of One Hartford Plaza, Hartford, Connecticut		, a corporation duly orga	muzed under
the laws of the State of Connecticut	, as Surety, herei	nafter called the Surety, are held and firmly	y bound unto
Faulkner County, Arkansas			
in the stim of the reference			and the said
Dollars (\$ 5% of Bid), for the payme Surety, bind ourselves, our heirs, executors, administrators,	ent of which sum w successors and assi	ell and truly to be made, the said Principal igns, jointly and severally, firmly by these p	presents.
WHEREAS, the Principal has submitted a bid for Bridge			
WHEREAS, the Filledga has soonteed to be a second t			
			and with the
NOW. THEREFORE, if the Obligee shall accept the bid. Obligee in accordance with the terms of such bid, and g	d of the Principal	and the Principal shall enter into a Com- bonds as may be specified in the bidding	g or Contract
Obligee in accordance with the terms of such bid, and i	give shell come of	such Contract and for the prompt payment	t of labor and
material furnished in the prosecution thereof, or in the eve	all of the familie of	the papalar bereaf between the amount sp	ecified in said
or bonds, if the Principal shall pay to the Obligee the dide	annel faith contract	with another party to perform the Work co	overed by said
bid and such larger amount for which the Conigee may in bid, then this obligation shall be null and void, otherwise to	o remain in full for	ce and effect.	
	ay of	December	2019
/ 0		Mobley Contractors, Inc.	(Seal)
	5	O 12 2 M 11	Principal
ennique l'oberts W	/itness {	Kowell 7 Molely	ent Title
Jennifer Roberts		Ronald F. Mobley-Preside	ent Inc
		Hartford Fire Insurance Company	And the second of the second o
Moll Gerengar	{	Sohn	000
- W	litness		norney-in-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to: THE HARTFORD BOND, T-12 One Hartford Plaza Hartford, Connecticut 06155 Bond.Claims@thehartford.com call: 888-266-3488 or fax: 860-757-5835

NOW ALL PERSONS BY THESE PRESENTS THAT:	Agency Name: THE CASHION COMPANY Agency Code: 38-591481
X	duly organized under the laws of the State of Connecticut duly organized under the laws of the State of Connecticut unized under the laws of the State of Indiana organized under the laws of the State of Illinois on duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint,

Lola Burton, Benson A. Cashion, Matthew K. Cashion, Jr., Holly Clevenger, Michael G. Dornblaser, Lee W. Jackson, Julie Martin, Catherine Parker, Judy Schoggen, Susan Simmons, Adam Young of LITTLE ROCK, Arkansas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by \(\subseteq \), and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard

Kathleen T. Maynard Notary Public My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 4, 2019 Signed and sealed at the City of Hartford

















Kevin Heckman, Assistant Vice President

State of Arkansas Commercial Contractors Licensing Board

MOBLEY CONTRACTORS, INC. PO BOX 150 MORRILTON, AR 72110

MORRILION, AR 72110	
	MOBLEY CONTRACTORS, IN
This is to Certify That	

is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

BUILDING
- (COMMERCIAL & RESIDENTIAL)
HEAVY CONSTRUCTION
HIGHWAY, RAILROAD, AIRPORT
CONSTRUCTION
MUNICIPAL & UTILITY CONSTRUCTION

This contractor has an unlimited suggested bid limit.

from _	October 11, 2019	_until _	September 30, 2020 W	nen this Certificate expires. Board, dated at North Little Rock, Arkansas:
SEAL	ARK		Millan Wajht Miller Cost =	CHAIRMAN
SA SA				SECRETARY October 11, 2019 - srg

FOR FAULKNER COUNTY, ARKANSAS **BID FOR BRIDGE CONSTRUCTION ON BLYTHE ROAD**

BIDDER'S NAME: Mobley Contractors, Inc.

ADDRESS: P.O. Box 150, Morrilton, AR 72110

ARKANSAS CONTRACTOR'S LICENSE NO.: 0003660920

December 4, 2019 9:00 a.m.

Address: Faulkner County Judge 810 Faulkner Street Conway, AR 72034

RECEIVED A.M.

FILED

PROPOSAL FORM

DEC 0 4 2019

MARGARET DARTER
DATE: 12-4-1 MADERINER COUNTY CLERK
Proposal of Mattco Services, LLC BY ALLOW DC
(hereinafter called "Bidder"), a corporation, organized and existing
under the laws of the State of Arkansas .
TO: FAULKNER COUNTY, ARKANSAS (Hereinafter called "Owner")
GENTLEMEN:
The Bidder, in compliance with your invitation for bids for the furnishing of materials and/or labor for BRIDGE CONSTRUCTION ON BLYTHE ROAD FOR FAULKNER COUNTY, ARKANSAS, having examined the plans and specifications with the related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials, hereby proposes to furnish all materials and supplies in accordance with the Contract Documents, within the time set forth therein, and at the price stated below. These prices are to cover all expenses incurred in furnishing the equipment/materials required under the Contract Documents, of which this proposal is a part.
Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the contract within one hundred thirty (130) consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each calendar day thereafter as hereinafter provided in Section 34 of the General Conditions.
Addendum No. 1
Addendum No. 2

Bidder agrees to perform all the work required and to furnish all material required to be furnished to cover the finished work as described in the Specifications and as shown on the Plans for the following prices:

BID SCHEDULE

BASE BID (Precast Concrete Slab Bridge):

	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1.	Site Preparation (Including removal of Existi Culverts and Asphalt)	ng	LS		\$ <u>63525.22</u>
2.	Cut	100	СҮ	\$ 24°	\$ 2400.00
3.	Fill	650	CY	\$ 32.50	\$ 21125:00
4.	Crushed Stone	375	CY	\$ 48 4C	s_18150°°
5.	Asphalt Surface Course	200	TON	\$ 12500	\$ 25000°°
6.	Riprap	350	TON	\$ 41.50	\$ 14525 °C
7.	Construct 62' x 24'-6" Precast Concrete Slab Bridge, Including End Abutments, Intermediate Bent, Wingwalls,				
	etc., Complete and In Place		LS		\$ 267905°°
8.	Guard Rail		LS		\$ 22385°°
9.	Clean Up		LS		\$ 3000°°
10.	Trench/Excavation Safety System	3	LS		\$ 1000°°
11.	Bridge Plaque		LS		\$ 1000°E
12.	Miscellaneous		LS		s 8000°
	TOTAL BASE BID				\$ 448015.00
WRTT	CTEN IN WORDS: Fair bunked	forty o	inht 1	harmand f	Stean dellare

WRITTEN IN WORDS: Four hundred forty eight thousand fifteen dollars.

Deductive Alternative No. 1:

Description	Quantity	Unit	Unit Price	Total Cost
Delete 3" Asphalt Paving (Paving to by completed by Faulkner County)	200	Ton	\$ 125.00	\$ 25000
WRITTEN IN WORDS: Twenty fin			Alt. No. 1	\$ 25000
	ie jinood	wa se	11645	
In submitting this bid, it is un the Owner to reject any or all period of sixty (60) days subseq consent of the Owner.	bids. No b	oid sha	ll be withdr	rawn for a
Upon receipt of written notice will execute the formal contract Surety Bond or Bonds as required	t attached d d by the Ge	within neral (10 days and Conditions.	d, bidder deliver a
The bid security attached in the	e sum of] rs (\$	tive 1	Dercent) is to b	accome the
property of the Owner in the executed within the time above so delay and additional expense to	event the et forth, a	contra s liqui	ct and bond dated damage	d are not
RESPECTFULLY SUBMITTED, By:				
President		if bid oration	300	
BUSINESS ADDRESS:				
10 Layman Loop				
Springfield, AR 72157	CONTRA	979 CACTOR'S	ARKANSAS	

THE CINCINNATI INSURANCE COMPANY

Bid Bond

CONTRACTOR (Name, legal status and address):

SURETY (Name, legal status and principal place of business):

Mattco Services, LLC 90 Layman Loop Springfield, AR 72157

THE CINCINNATI INSURANCE COMPANY 6200 S. GILMORE ROAD FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):

Faulkner County Arkansas

801 Locust St

Greenbrier, AR 72034

BOND AMOUNT:

5% of bid

This document has important legal consequences, Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT (Name, location or address, and Project number, if any):

Road bridge replacement

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4	day of December, 2019			
San H 2		Mattco Services, LLC (Principal)		Seal)
(Witness)	and the control of th	(Title)	leto	
Ila May		THE CINCINNATI IN (Surety)		PANY Seal)
(Witness)	\	Imela	4 Yau	X
•		(Title)		U

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Wendt Linda, Michelle Crafton, Evelyn Brown, Anthony White, Christina Horn, Angela Mays, Robert Travis Mulhearn, Alan Don White,

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Twenty Million Dollars and 00/100 (\$20,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.

SEAL

STATE OF OHIO COUNTY OF BUTLER THE CINCINNATI INSURANCE COMPANY

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate scal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

) \$5:

MARK J. HULLER, Attorney at Law NOTARY PUBLIC - STATE OF OHIO My commission has no expiration date. Section 147.03 O.A.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this

day of

BN-1005 (5/12)

December 4, 2019 9:00 a.m.

Address:

Faulkner County Judge 810 Faulkner Street Conway, AR 72034

ADDRESS: 90 Layman Loup Springfield, AR 72157 BIDDER'S NAME: Matteo Services, LLC

ARKANSAS CONTRACTOR'S LICENSE NO.: 03597905 20

DEC 0.4 2019
S: 47 A.M.

FILED

DEC 0 4 2019

PROPOSAL FORM

MARGARET DARTER FAULKNER COUNTY CLERK

Proposal of Capital Paving & Construction LLC

(hereinafter called "Bidder"), a corporation, organized and existing under the laws of the State of Missouri

TO: FAULKNER COUNTY, ARKANSAS (Hereinafter called "Owner")

GENTLEMEN:

The Bidder, in compliance with your invitation for bids for the furnishing of materials and/or labor for BRIDGE CONSTRUCTION ON BLYTHE ROAD FOR FAULKNER COUNTY, ARKANSAS, having examined the plans and specifications with the related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials, hereby proposes to furnish all materials and supplies in accordance with the Contract Documents, within the time set forth therein, and at the price stated below. These prices are to cover all expenses incurred in furnishing the equipment/materials required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the contract within one hundred thirty (130) consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each calendar day thereafter as hereinafter provided in Section 34 of the General Conditions.

Bidder acknowledges receipt of the following addendum:

No	1	Dated	November	21,	2019
No	2	Darked	November	27	2019
		- au.		*****	
		No 1			,

Bidder agrees to perform all the work required and to furnish all material required to be furnished to cover the finished work as described in the Specifications and as shown on the Plans for the following prices:

BID SCHEDULE

BASE BID (Precast Concrete Slab Bridge):

-	DESCRIPTION	QUANTITY	Y UNIT	UNIT TOTAL PRICE COST	ē
1.	Site Preparation (Including removal of Existi Culverts and Asphalt)	ng	LS	\$ 25,000.00	economic
2.	Cut	100	CY	\$ 32.00 \$ 3,200.00	_
3.	Fill	650	CY	\$ 35,00 \$ 22,750.00	_
4.	Crushed Stone	375	CY	\$ 40.00 \$ 15,000.00	_
5.	Asphalt Surface Course	200	TON	\$ 95.00 \$ 19,000.00	_
6.	Riprap	350	TON	\$ 62.00 \$ 21,700,00	
7.	Construct 62' x 24'-6" Precast Concrete Slab Bridge Including End Abutments, Intermediate Bent, Wingwalls etc., Complete and In Place		LS	\$ 456,500.00	?
8.	Guard Rail		LS	\$ 9,300.99	
9.	Clean Up		LS	\$ 3,000.00	ļ _8
10.	Trench/Excavation Safety System		LS	\$	
11.	Bridge Plaque		LS	\$ 2,750,00	-
12.	Miscellaneous		LS	\$ 20,000.00	
	TOTAL BASE BID			\$ 598,300.00	
WRIT	TEN IN WORDS: Five hundred n	inety-eigh	nt thou	esand	К
	Three hundred a	and no/oo	Dolla	«S	

Deductive Alternative No. 1:

Description	Quantity	Unit	Unit Price	Total Cos	<u>st</u>
Delete 3" Asphalt Paving (Paving to by completed by Faulkner County)	200	Ton	\$ 95.80	\$ 19,000.00	,
	Total Ded	luctive	Alt. No. 1	\$ 19,000.00	co
WRITTEN IN WORDS: Mineteen thousa.	nd and no/o	· bolls	25		
		and		And the second distriction of the second dis	
In submitting this bid, it is und the Owner to reject any or all be period of sixty (60) days subseque consent of the Owner.	bids. No b	id sha	ll be withd	rawn for a	
Upon receipt of written notice of will execute the formal contract Surety Bond or Bonds as required	attached w	vithin	10 days and		
The bid security attached in the			ent of the A		
property of the Owner in the executed within the time above se delay and additional expense to t	event the t forth, as	contra s liqui	ct and bon dated damag	d are not	
By: Signature Edward M. Welsh					
Chief operating Officer Title		if bid ration	-		
BUSINESS ADDRESS:					
117 Commerce Drive					
117 Commerce Drive Jesterson City MO 65109	0378	39505	20		
•		CTOR'S	ARKANSAS		

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned
Capital Paving & Construction, LLC, as Principal, and Travelers Casualty and Surety Company of America
, as Surety, are held and firmly bound unto Faulkner County, AR
, as Owner, in the penal sum of
Five Percent of the Attached Bid
Dollars (\$ 5%), for payment of which sum well and truly
to be made, we hereby jointly and severally bind ourselves, our
successors and assigns.
SIGNED this 26 day of November , 2019.
THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal has
submitted toFaulkner County, AR a certain BID,
attached hereto and made a part hereof, to enter into a contract in
writing for the construction of:
Bridge Construction on Blythe Road for Faulkner County, Arkansas

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the date and year first set forth above.

Capital Paving & Construction, LLC

Principal Edward M. Welsh, COO

Travelers Casualty and Surety Company of America

Surety

Biz.

Adam L. Curland, Attorney-in-Fact

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Adam L. Curland, of St. Louis, Missouri, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.







State of Connecticut

City of Hartford ss.

By: Robert L. Raney. Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 26

day of November

2019







Kevin E. Hughes, Assistaní Secretary

Capital Paving a Construction LLC 117 Commerce brive Jefferson City MO 65109 AR Lic NO 0378950520 Faulkner County Arkansus 810 Faulkner Street Conway AR 72034

BIS FOR BRIDGE CONSTRUCTION ON BLYTHE ROAD FOR FALLKNER COUNTY, ARKANSAS